

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JOAN CHARLES, Plaintiff, v. OCWEN FEDERAL BANK FSB; OCWEN FINANCIAL CORPORATION; MASSACHUSETTS PROPERTY INSURANCE UNDERWRITERS ASSOCIATION; and ONE CALL INSURANCE AGENCY, INCORPORATED, Defendants.	CIVIL ACTION NO. 04-11625-RWZ
--	-------------------------------

**ANSWER OF OCWEN FEDERAL BANK FSB AND OCWEN FINANCIAL
CORPORATION TO CROSS-CLAIM OF DEFENDANT
ONE CALL INSURANCE AGENCY, INC.**

NOW COME Ocwen Federal Bank FSB and Ocwen Financial Corporation
(together, "Ocwen") and respectfully respond to the cross-claim of defendant One Call
Insurance Agency, Inc. ("One Call") as follows:

FACTS

1. Ocwen admits the allegations in paragraph 1 of One Call's cross-claim.
2. Ocwen admits the allegations in paragraph 2 of One Call's cross-claim.
3. Ocwen repeats and incorporates by reference its responses in the preceding paragraphs.
4. Ocwen denies the allegations contained in paragraph 4.

AFFIRMATIVE DEFENSES

First Affirmative Defense

One Call has failed to state a claim upon which relief can be granted.

Second Affirmative Defense

One Call's claim is barred in whole or in part by its negligence.

Third Affirmative Defense

The counterclaim does not describe One Call's contentions against Ocwen with sufficient particularity to enable Ocwen to determine all of the grounds for its defense. Ocwen therefore reserves its right to assert any additional grounds for its defense that may become available once the precise nature of One Call's claim(s) is ascertained.

WHEREFORE, Ocwen denies that the defendant One Call Insurance Agency, Inc. is entitled to the relief that it seeks.

OCWEN FEDERAL BANK FSB and
OCWEN FINANCIAL
CORPORATION;
By their attorneys,




Paul Michienzie, Esq. (BBO#548701)
Richard C. Demerle, Esq. (BBO#652242)
Michienzie & Sawin LLC
745 Boylston Street, 5th Floor
Boston, MA 02116
(617) 227-5660

DATED: February 28, 2005

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon each party appearing *pro se* and the attorney of record for each other party by U.S. mail, first class, postage pre-paid, on February 28, 2005.

A handwritten signature in black ink, appearing to read "R. Demerle", written over a horizontal line.

Richard C. Demerle